

**HOUSTON COMMUNITY COLLEGE  
REQUEST FOR PROPOSAL- COMMODITY**

HCC Proposal No.: RFP-C 22-16	Title: TREX Device Communicator and Performance Learning Platform (Training Systems)
Due Date: November 29, 2021 by 2:00pm (local time)	
Issued By: Houston Community College Procurement Operations Department 3100 Main Street, 11 <sup>th</sup> Floor Houston, Texas 77002	Submit Inquiries To: Art Lopez, Sr. Buyer (713) 718-7463 <a href="mailto:arturo.lopez@hccs.edu">arturo.lopez@hccs.edu</a>

HCC is an equal opportunity/educational institution, which does not discriminate on the basis of race, color, religion, national origin, gender, age, disability, sexual orientation or veteran status.

In determining award, selection will be based on evaluation criteria stated in the Texas Education Code 44.031 (b).

**1. Instruction**

- 1.1 Complete, sign and return Attachment No. 1, Request for Proposal Form, Attachment No. 2 Proposer Certifications, Attachment No. 3 Conflict of Interest Questionnaire (Form CIQ) and Attachment No. 4 Financial Interests and Potential Conflicts of Interests.
- 1.2 Your proposal and the prices quoted therein must remain firm for acceptance for a period of ninety (90) days.
- 1.3 All items shall be quoted F.O.B. Destination, Full Freight Allowed.
- 1.4 Sealed Proposals shall be delivered to the address noted above by the referenced due date.
- 1.5 HCC's General Terms and Conditions of Purchase Order dated June 2, 2020, shall govern any purchase order/contract that may result from this request. A copy is available and posted on the HCC website at [HCC General Terms and Conditions](#).
- 1.6 Specifications
  - (a) Any catalog, brand name or manufacturers' reference used in this request is descriptive only (not restrictive) and is to indicate type and quality desired. Proposals of like nature and quality will be considered unless advertised as a Brand Name Only Specification.
  - (b) If proposing other than the brand names or manufacturers referenced product literature and technical data sheets must accompany your proposal response.
- 1.7 If you wish not to propose, please sign and return the attached Request for Proposal form and include the words "No-Proposal," please provide a brief explanation why you chose not to propose.
- 1.8 Please include a copy of your company's W-9.
- 1.9 Please submit the following attachments, including supplemental documents, with your response at the due date stated above:
  - Attachment No. 1 Request for Proposal Form;
  - Attachment No. 2 Proposer Certifications;
  - Attachment No. 3 Conflict of Interest Questionnaire (Form CIQ);
  - Attachment No. 4 Financial Interests and Potential Conflicts of Interests;
  - Attachment No. 5 Form 1295 Instructions and
  - Exhibit No. 1 EDGAR Federal Compliance Certification.

**2. Vendor Selection**

Except as provided by the Texas Education Code, Subchapter B, in determining to whom to award a contract, the District shall consider:

1. The purchase price;
2. The reputation of the vendor and of the vendor's good or services;
3. The quality of the vendor's goods or services;
4. The extent to which the goods or services meet with the College's needs;
5. The vendor's past relationship with the College;
6. The impact on the ability of the College to comply with laws and rules relating to historically underutilized businesses;
7. The total long-term cost to the College to acquire the vendor's goods or services;
8. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
  - a. Has its principal place of business in this state; or
  - b. Employs at least 500 persons in this state; and
9. Any other relevant factor specifically listed in the request for bids or proposals.

This section does not apply to a contract for professional services rendered, including services of an architect, attorney, certified public accountant, engineer, or fiscal agent. The District may, at its option, contract for professional services rendered by a financial consultant or a technology consultant in the manner provided by Section 2254.003, *Government Code*, in lieu of the methods.

### **3. General Information**

- 3.1 A person is not eligible to be considered for award of this solicitation or any resulting contract or to be a subcontractor of the proposer or prime contractor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person or a prime contractor an unfair advantage over other proposers.
- 3.2 A person or proposer shall not be eligible to be considered for this solicitation if the person or proposer engaged in or attempted to engage in prohibited communications as described in Section 3.9- Prohibited Communications and Political Contributions.
- 3.3 Award Approval – this Procurement, any award under this procurement, and the resulting purchase order/contract, if any, is subject to approval by HCC Board of Trustees. Subsequent to Board approval, the only person authorized to commit HCC contractually is the Chancellor or designee. This solicitation is a formal Request for Proposal and neither this solicitation nor the response or proposal from any prospective proposer shall create a contractual relationship that would bind HCC until such time as HCC has issued a legally binding purchase order/contract, which includes, without limitation, the terms required by HCC as set forth in this Request for Proposal.
- 3.4 HCC Contact – any questions or concerns regarding this Request for Proposal shall be directed to the Procurement Officer listed on the cover page. HCC specifically requests that proposers restrict all contact and questions regarding this Request for Proposal to the Procurement Officer. The Procurement Officer must receive all questions or concerns no later than the date and time listed in the Solicitation Schedule.
- 3.5 Inquiries and Interpretations – responses to inquiries, which directly affect an interpretation or change to this Request for Proposal, will be issued in writing by addendum (amendment) and all addenda will be posted on the [HCC Procurement Website](#). All such addenda issued by HCC prior to the time that proposals are received shall be considered part of the Request for Proposal, and the proposer shall be required to consider and acknowledge receipt of such in their proposal.

Only those HCC replies to inquiries, which are made by formal written addenda, shall be binding. Oral and other interpretations or clarification will be without legal effect. Proposer must acknowledge receipt of all addenda in Attachment No. 1 Request for Proposal Form.

- 3.6 Contract Award – award of a contract, if awarded, will be made to the proposer who (a) submits a responsive proposal; (b) is a responsible proposer; and (c) offers the best value to HCC, price and other factors considered. A responsive proposal and a responsible proposer are those that meet the requirements of and are as described in this solicitation. HCC may award a contract, based on initial proposal received, without discussion of such proposers. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and technical standpoint, which the proposer can submit to HCC. Except as otherwise may be set forth in this solicitation, HCC reserves the right to waive any informalities, non-material errors, technicalities, or irregularities in the proposal documents submitted and consider for award.
- 3.7 Postponement of Proposals Due Date/Time – notwithstanding the date/time for receipt of proposal established in this solicitation, the date and time established herein for receiving proposals may be postponed solely at HCC’s discretion.
- 3.8 Internship Program – HCC is expanding its student internship program. All proposers are encouraged to make a commitment to utilize certain HCC student(s) in an internship capacity with the company under any resulting contract for the items required under this solicitation. At the sole discretion of the vendor, the internship opportunity may be paid or unpaid and shall be intended to serve as a relevant and meaningful educational enrichment opportunity for the HCC students involved. HCC will provide the selected proposer with the name of student(s) eligible to participate in the internship program.

For additional information regarding the internship program, please contact Mr. James Mable, Director of Career and Job Placement Services at 713-718-6485.

**Prohibited Communications and Political Contributions** – except as provided in exceptions below, political contributions and the following communications regarding this solicitation or any other invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

- [1] Between a potential vendor, subcontractor to vendor, service provider, respondent, Offeror, lobbyist or consultant and any Trustee;
- [2] Between any Trustee and any member of a selection or evaluation committee; and
- [3] Between any Trustee and administrator or employee.

The communications prohibition shall be imposed from the day the solicitation is first advertised through thirty (30) days after the contract is executed by the Chancellor or his/her designee, or when a determination is made that the contract will not be awarded. During this period, no HCC Trustee and no vendor shall communicate in any way concerning any pending Solicitation involving the Vendor, subject to the penalties stated herein.

In the event the Board refers the recommendation back to the staff for reconsideration, the communication prohibition shall be re-imposed.

The communications prohibition shall not apply to the following:

- [1] Duly noted pre-bid or pre-proposal conferences.
- [2] Communications with the HCC General Counsel.
- [3] Emergency contracts.
- [4] Presentations made to the Board during any duly noticed public meeting.
- [5] Unless otherwise prohibited in the solicitation documents, any written communications between any parties, provided that the originator shall immediately file a copy of any written communication with the Board Services Office. The Board Services Office shall make copies available to any person upon request.

[6] Nothing contained herein shall prohibit any person or entity from publicly addressing the Board during any duly-noticed public meeting, in accordance with applicable Board policies, regarding action on the contract.

Any potential vendor, subcontractor vendor, service provider, proposer, offeror, lobbyist or consultant who engages or attempts to engage in prohibited communications shall not be eligible for the award of any resulting contract under this solicitation. Any other direct or indirect actions taken to unduly influence competitive purposes, to circumvent equal consideration for competitive proposers, or to disregard ethical and legal trade practices will disqualify proposers, vendors, service providers, lobbyist, consultants, and contractors from both this current and any future consideration for participation in HCC orders and contracts.

- 3.9 Drug Policy – HCC is a drug-free workforce and workplace. The manufacture, sale, distribution, dispensation, possession or use of illegal drugs (except legally prescribed medications under physician’s prescription and in the original container) or alcohol by proposers or contractors while on HCC’s premises is strictly prohibited.
- 3.10 Taxes – HCC is tax exempt as a governmental subdivision of the State of Texas under Section 501C (3) of the Internal Revenue Code. Limited Sales Tax Number: 1-74-1709152-1. No proposal shall include any costs for taxes to be assessed against HCC. The proposer shall be responsible for paying all applicable taxes and fees, including but not limited to, excise tax, state and local income tax, payroll and withholding taxes for proposer employees. The purchase order/contract shall hold HCC harmless for all claims arising from payment of such taxes and fees.
- 3.11 Texas Public Information Act – HCC considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature, and therefore, shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) (“The Act”) after a contract if any, is awarded. If the proposer considers any information submitted in response to this Request for Proposal to be confidential under law or constitute trade secrets or other protected information, the proposer must identify such materials in the proposal response. Notwithstanding the foregoing, the identification of such materials would not be construed or require HCC to act in contravention of its obligation to comply with the Act and the proposer releases HCC from any liability or responsibility for maintaining the confidentiality of such documents.
- 3.12 Appropriated Funds – the purchase of service or product, which arises from this solicitation, is contingent upon the availability of appropriated funds. HCC shall have the right to terminate the resulting contract at the end of the current or each succeeding fiscal year if funds are not appropriated by the HCC Board of Trustees for the next fiscal year that would permit continuation of the resulting purchase order/contract. If funds are withdrawn or do not become available, HCC reserves the right to terminate the resulting purchase order/contract by giving the selected contractor a thirty (30) day written notice of its intention terminate without penalty or any further obligations on the part of HCC or the contractor. Upon termination of the purchase order/contract HCC shall not be responsible for any payment of any service or product received that occurs after the end of the current contract period or the effective date of termination, whichever is the earlier to occur. HCCs fiscal year begins on September 1 and ends on August 31.
- 3.13 Conflict of Interest – if a firm, bidder, proposer, contractor, or other person responding to this solicitation knows of any material personal interest, direct or indirect, that any member, official, or employee of HCC would have in any contract resulting from this solicitation, the firm must disclose this information to HCC. Persons submitting a proposal or response to this solicitation must comply with all applicable laws, ordinances, and regulations of the State of Texas Government Code, including, without limitation, Chapter 171 and 176 of the Local Government Code. The person /proposer submitting a response to this solicitation must complete (as applicable), sign and submit Attachment No. 3, Conflict of Interest Questionnaire Form, and Attachment No. 4, Financial Interest and Potential Conflict of Interests with the proposal package. HCC expects the selected proposer to comply with Chapter 176 of the Local Government Code and that failure to comply will be grounds for termination of the contract.

Note: Attachment No. 3 and Attachment No. 4 shall be completed signed and returned to HCC. Enter N/A in those areas on the Attachments that are not applicable to your company. Failure to complete, sign and notarize (if applicable) these Attachments may render your proposal non-responsive.

- 3.14 Ethics Conduct – any direct or indirect actions taken to unduly influence competitive purposes, to circumvent equal consideration for competitive proposers, or to disregard ethical and legal trade practices will disqualify vendors and contractors from current and future consideration for participation in HCC orders and contracts.
- 3.15 No Third Party Rights – the resulting purchase order/contract is made for the sole benefit of HCC and the Contractor and their respective successors and permitted assigns. Nothing in this Purchase Order/Contract shall create or be deemed to create a relationship between the Parties to this Purchase Order/Contract and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.
- 3.16 Withdrawal or Modification – no proposal may be changed, amended, modified by telegram or otherwise, after the same has been submitted or filed in response to this solicitation, except for obvious errors in extension. However, a proposal may be withdrawn and resubmitted any time prior to the time set for receipt of proposals. No proposal may be withdrawn after the submittal deadline without approval by HCC, which shall be based on proposer's submittal, in writing, of a reason acceptable to HCC.
- 3.17 Submission Waiver – by submitting a response to this Solicitation, the Offeror or respondent agrees to waive any claim it has or may have against Houston Community College System and its trustees, employees or agents arising out of or in connection with (1) the Administration, evaluation or recommendation of any offer or response; (2) any requirements under the solicitation, the solicitation or response package or related documents; (3) the rejection of any offer or any response or any part of any offer or response; and/or (4) the award of a contract, if any.
- 3.18 Indemnification – proposer shall indemnify, pay for the defense of, and hold harmless the College and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of proposer's negligence, recklessness, or willful acts and/or omission in rendering any services hereunder. Proposer shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, Workers' Compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning Contractor or any employee and shall further indemnify, pay for the defense of, and hold harmless the College of and from any such payment or liability arising out of or in any manner connected with Contractor's performance under this Agreement.
- 3.19 Delegation – unless delegated, HCC Board of Trustees must approve all contracts valued at over \$100,000. The Board has granted the Chancellor authority to initiate and execute contracts valued up to \$100,000. The procurement of goods and services, including professional services and construction services shall be completed as per any applicable HCC policy and procedure and shall be in accordance with Section 44.031 of the Texas Education Code for the purchase of goods and services, Section 2254 of the Texas Government Code for the purchase of Professional and Consulting Services, and Section 2269 of the Texas Government Code for the purchase of construction services. The Board delegates its authority to the administration and the designated evaluation committee to evaluate score and rank the proposals. This includes the evaluation of all proposals, or statements of qualification under procurement, regardless of contract amount, including the final ranking and selection which shall be made on the evaluation and scoring as per the published selection criteria and the final evaluation ranking. The Board of Trustees shall approve the final award of contracts to the firm based on the published selection criteria and as evidenced in the final evaluation, scoring and ranking.
- 3.20 Invoice – to facilitate payment, invoices for goods or services delivered in accordance with the resulting purchase order/contract shall be emailed to the Accounts Payable Department with copy to the Small Business Development Program. Pursuant to Texas Law, payment terms shall be net thirty (30) days.

All invoices shall include certified documentation noting any small business participation activity including but not limited to: small business firm's name, certification number, certification expiration date, description of work performed for the corresponding period noted on the invoice and amount being paid to the certified small business. Such documentation shall be certified by the small business and be used to monitor the ongoing small business commitment in accordance with the original proposed commitment and governing contract.

3.21 Cooperative Purchasing Agreement- as permitted under Interlocal Cooperation Act C Texas Government Code, Chapter 791, other governmental entities may wish to also participate under the same terms and conditions contained in this contract. If this solicitation does not specifically list additional entities, each entity wishing to participate must have prior authorization from Houston Community College and the vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods or services. Houston Community College shall not be held responsible for any orders placed, deliveries made or payment for goods or services ordered by the entities. Proposer is to state their willingness to allow other governmental entities to participate in this contract, if awarded.

3.22 W9 Form- Proposer shall include a W9 Form with their proposal submission.

#### 4. Obligations and Waivers

THIS REQUEST IS A SOLICITATION FOR FORMAL REQUEST FOR PROPOSAL AND IS NOT A CONTRACT OR AN OFFER TO CONTRACT.

THIS REQUEST DOES NOT OBLIGATE HCC TO AWARD A CONTRACT OR PAY ANY COST INCURRED BY THE INDIVIDUAL OR COMPANY IN THE PREPARATION AND SUBMITTAL OF A PROPOSAL.

HCC, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO ACCEPT ANY PROPOSAL AND/OR REJECT ANY AND ALL PROPOSALS OR A PART OF A PROPOSAL, WITHOUT REASON OR CAUSE, SUBMITTED IN RESPONSE TO THIS REQUEST.

HCC RESERVES THE RIGHT TO REJECT ANY NON-RESPONSIVE OR CONDITIONAL PROPOSAL. HCC RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES, IRREGULARITIES, AND/OR TECHNICALITIES IN THIS REQUEST, AND/OR ANY PROPOSALS RECEIVED OR SUBMITTED.

BY SUBMITTING A PROPOSAL, PROPOSER AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST HOUSTON COMMUNITY COLLEGE SYSTEM, AND ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THIS REQUEST OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A PURCHASE ORDER/CONTRACT, IF ANY.

HCC RESERVES THE RIGHT TO WITHDRAW THIS REQUEST AT ANY TIME FOR ANY REASON; REMOVE ANY SCOPE COMPONENT FOR ANY REASON; AND TO ISSUE SUCH CLARIFICATIONS, MODIFICATIONS AND/OR AMENDMENTS AS DEEMED APPROPRIATE.

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**ATTACHMENT NO. 1  
REQUEST FOR PROPOSAL FORM**

**RFP-C 22-16 – TREX DEVICE COMMUNICATOR -&- PERFORMANCE LEARNING PLATFORM (TRAINING SYSTEMS)**

Date:		HCC Proposal No.: 22-16		TREX Device Communicator and Performance Learning Platform
Submitted by:		Title:		
Company:		Email:		
Phone:				
Signature:				

**1. General Overview**

The Houston Community College System (“HCC “or the “College”) through this Request for Proposal (“RFP”) is seeking proposals for **TREX Device Communicator and Performance Learning Platform (Training Systems)**. Delivery will be in accordance with the terms, conditions and requirements set forth in this Request for Proposal. The successful proposer will provide the specified requirements in accordance with all applicable federal, state and local laws, standards and regulations necessary to perform the scope of services.

The award resulting from this solicitation, if any, will be a one (1)-time purchase as required from the bid schedule.

Houston Community College (HCC) reserves the right to accept or reject, in whole or in part, any or all proposals received and to make award based on individual items or combination of items. Although HCC may award one contract as a result of this Request for Proposal, HCC reserves the right to award by line or in the aggregate and/or multiple awards, whichever is in the best interest of the College as a result of this solicitation.

The proposer certifies that he/she has read, understands, and agrees to be bound by the requirements and terms and conditions and any and all amendments issued by HCC and made a part of this solicitation as set forth or referenced in this solicitation. The undersigned understands and agrees that any award resulting from this offer will be made in the form of an HCC Purchase Order and will have the following order of precedence: 1) HCC Terms and Conditions of Purchase Order, 2) HCC referenced solicitation including all amendments issued by HCC, 3) the Request for Proposal response as accepted and awarded by HCC. The undersigned further certifies that he/she is legally authorized to make the statements and representations in its response to this solicitation and that said statements and representations are true and accurate to the best of his/her knowledge. The undersigned understands and agrees that when evaluating proposals and making an award decision, HCC relies on the truth and accuracy of the statements and representations presented in the proposal response. Accordingly, HCC has the right to suspend or debar the undersigned from its procurement process and/or terminate any contract award that may have resulted from this solicitation if HCC determines that any statements or representations made were not true and accurate.

**2. Solicitation Schedule**

The following is the anticipated solicitation schedule including a brief description for milestone dates:

Solicitation Milestone	Date & Time
Request for Proposal released and posted to HCC’s & ESBD’s websites	Wednesday, October 27, 2021
Virtual Pre-Proposal Meeting (Non-Mandatory)	N/A
Deadline to receive written question/inquiries	Thursday, November 11, 2021 by 5:00pm (local time)
Responses to written questions/inquiries (estimated)	Thursday, November 18, 2021
Proposal Submittal Due Date and Time	Monday, November 29, 2021 by 2:00 pm (local time)
Anticipated Board Recommendation and Approval	December, 2021

NOTE: Houston Community College reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the Request for Proposal and posted on Procurement Operations web site for your convenience.

### 3. Scope of Services and Specifications

HCC invites qualified suppliers to submit proposals for the purchase of a TREX Device Communicator and Performance Learning Platform (Training Systems) (or equivalent). The successful proposer (Contractor) shall be required to furnish all resources, transportation, services, labor, material, equipment, and supplies necessary and required to supply, deliver and install (F.O.B Destination, Prepaid and Allowed) TREX Device Communicator and Performance Learning Platform (Training Systems) (or equivalent). The Communicator and Performance Learning Platform (Training Systems) must be similar or equivalent to the Emerson, TREX Device Communicator and Performance Learning Platform, as described below, in accordance with the general terms and conditions and requirements set forth in this Solicitation.

#### 3.1 Equipment List 1.

3.1.1 Emerson: PTREX Device Communicator, Model No. TREXLFPNAWS3S, (or equivalent) includes;

TREX-3111-EDUR package, (or equivalent)

- a. Device Communicator Plus Communication Module
- b. Hart + Foundation Fieldbus Application
- c. Rechargeable Power Module (LI-ION)
- d. Wireless Module
- e. Standard Support (3 Years)
- f. Carrying Case (Soft)

#### 3.1.2 Required Specifications

The TREX Device Communicator (or equivalent) shall be required to improve reliability and increase productivity in the field with the Emerson TREX Device Communicator. Shall easily solve complex device issues without the need for other specialized tools. The TREX communicator shall be designed to withstand the harsh conditions in and around manufacturing facilities and is safely-rated, so it can go anywhere taken.

Designed for comfortable, one-handed, all-day operation in the field, the TREX communicator shall be packaged in an evenly-balanced form factor with a rugged hand strap so you can easily hold it, even when working in tight spaces. It shall come standard with 32 GB of application memory, providing plenty of space to customize it with the apps of your choice. With built-in Bluetooth, USB, and WiFi connectivity and have capability to move data to and from the communicator using the connectivity option that is most convenient. With numerous communication options, the communicator has never been more connected. The communicator's robust lithium-ion power module shall keep it running for hours, well over a full shift, even when it is being used to power other devices in the field.

The TREX communicator (or equivalent) shall be built to go wherever you may need to be. Unlike consumer mobile devices that cannot be taken into hazardous areas without shutting down the process or pulling a hot work permit, the TREX unit shall meet global intrinsic safety requirements.

#### 3.2 Equipment List 2.

3.2.1 Emerson: Performance Learning Platform (PLP), AMER2120138, (or equivalent)

Performance Learning Platform (or equivalent)

Includes flow loop 1 Orifice Plate with Rosemount 3051 DP, flow loop 2 is Vortex and third flow loop is Coriolis. (or equivalent)

- a. DeltaVTM Hardware and Software
- b. Rosemount Flow Meters
- c. Rosemount Instrumentation
- d. Micro Motion Flow Meters



- e. Fisher Valves
- f. Platform Fabrication
- g. Engineering Services
- h. Task-based Performance Support Video Library

### 3.2.2 Required Specifications

The Performance Learning Platform (or equivalent) shall be constructed from process control technology used in real processes and can be used to train students on instruments used to monitor and control industrial processes including pressure, flow, level and final control valves. The Performance Learning Platform shall features control loops for flow control and tank level as well as the possibility to create cascade control loop strategies within a fully functioning DeltaV distributed control system.

The Platform DeltaV Control System (or equivalent) shall be incorporated with process instrumentation from Rosemount Measurement, Micro Motion, Rosemount Flow, Rosemount Level and Fisher Final Control Valves (or equivalent) shall deliver a plant like experience to the classroom. The Performance Learning Platform design shall include a closed loop piping system, two tanks and pumps on a portable, easy to move platform. The compact, flexible, modular design shall allow it to fit through a standard classroom door.

The Performance Learning Platform (or equivalent) shall be a plug and play training platform; just add water, provide an air supply, power it up and it's ready to go. The system shall be designed to meet long term, diverse classroom needs ranging from process control and instrumentation learning objectives to technical certification programs. The platform shall come with a flexible hardware configuration design, open process control configuration environment for future modifications, a task-based performance support video library and built-in safety features as well as support agreement that provides affordable equipment coverage for years of service.

#### Task Based Performance Support Video Library: (or equivalent)

The Performance Learning Platform (or equivalent) shall include an easy to use task-based performance support video library. The video library shall be deployed at each Performance Learning Platform DeltaV workstation. The student shall be able to open and navigate the task-based videos via an interactive home page diagram as shown below. The diagram shall contain hotspots (images of the actual process instrumentation) that the student will click on to view the relevant lessons. For example: Student will be able to click on the transmitter on the diagram to see all the related videos including such topics as theory of operation, installation best practices, steps for the various transmitter configuration option.

### 3.3 Performance Learning Platform (or equivalent) Start-Up Support Services

The Contractor shall be required to provide a one 1-day session of Performance Learning Platform Start-Up (or equivalent) for HCC located in Houston, TX.

#### 3.3.1 Review Standard Operating Procedures (SOP) documents / walk down PLP & how it works.

The platform shall include a set of SOP. The Contractor shall be required to review these procedures and allow time to practice. The contractor shall include preparing the platform for start-up, powering up, filling the tanks with water, hooking up compressed air, reviewing the P&ID and platform familiarization by walking down the unit and reviewing all the instrumentation, flowmeters, valves and other equipment.

#### 3.3.2 Using the Pro+ Workstation & DeltaV Configuration & Operation (or equivalent)

The Contractor shall be required to demonstrate how to login to Windows and DeltaV on the Pro + Workstation (or equivalent). The Contractor shall also review the DeltaV configuration (or equivalent) and normal operation of equipment modules, interlocks, overall navigation and using DeltaV Operate (or equivalent).

### 3.3.3 AMS Device Manager Licensing & Capabilities

The Contractor shall be required to demonstrate how asset monitoring solutions (AMS) Device Manager (or equivalent) provides a window into the health of the PLP field devices.

### 3.3.4 Performance Support Videos + Lab Book Review (or equivalent)

The Contractor shall be required review and demonstrate how to access the Performance Support Videos (or equivalent) and provide an overview of the Lab Workbook (or equivalent).

## 3.4 Brand Name or Trade Name

Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other Contractors/Suppliers, but are intended to approximate the quality designor performance that is desired. Any bid that proposes like quality, design or performance, will be considered. **Equivalent** products will be considered, provided a complete description and product literature is provided with responses. Unless a specific exception is made, the assumption will be that the item bid is exactly as specified in the Request for Proposal.

## 3.4 Operational Manuals

It is requested that the respondent submit product literature with their response proposal. Literature must include construction details so that a comparison of the standard quality can be made. Respondent must include detailed product description,specification cut sheets, warranty and maintenance and table comparing features for any equivalent equipment proposed in response to this solicitation. Unless otherwise specified, the Contractor shall provide one operational manual for each item acquired.

## 3.5 Quality-- All items must be new.

## 3.6 Disposal of Packaging

The Contractor shall dispose of all boxes, wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation.

## 3.7 Shipping / Risk of Loss

F.O.B. Destination-Freight Prepaid and Allowed. Destination is the shipping dock of Houston Community College WHI Expansion Campus, the designated receiving site, or other location, as specified on the Purchase Order.

## 3.8 First Year Warranty and Maintenance Service

A full one-year warranty shall be provided after delivery and installation of Furniture, Fixtures and Equipment. The firstyear warranty should include all parts and labor, including all necessary on-site labor and all travel expenses for technicians. Routine preventive maintenance visits should also be provided. If repairs are required due to substandardworkmanship or defects, the Contractor will make the necessary corrections at its expense at no additional cost to HCC.The Contractor shall repair or replace any component of this equipment which, within twelve (12) months of commissioning, is found to be defective in workmanship or in material, provided this equipment is installed, operated and maintained by HCC in accordance with approved practices and on the condition that the buyer gives proper notification in writing as soon as the defect becomes apparent.

The Contractor warrants all items acquired shall conform to all contractors' representations, the requirements of this contract, and all published documentation. This warranty is in lieu of and specifically excludes all other warranties andrepresentations, express or implied, direct or indirect, by contract, action, and statute law or otherwise.

## 3.9 The Contractor shall be required to provide the following Warranty details:

- i. Describe the warranty period including a detailed description of what is covered and what may be excluded

from coverage.

- ii. Provide detailed description of what is covered and what may be excluded from coverage under the optional maintenance.
- iii. Identify what type and kind of field support you will provide under this solicitation; if any.

#### **4. Additions and Deletions**

HCC, by written notice to the Contractor, at any time during the term of this contract, may add or delete like or similar locations and/or product, services to the list of locations and/or product, services to be performed. Any such written notice shall take effect on the date stated in the notice from the College.

**Location(s):** Location(s) of facilities are specified on the solicitation. HCC reserves the right to add or delete facilities serviced under the purchase order/contract. HCC will provide ten working days written notice to the vendor for facilities which need to be deleted or of any additional locations requiring service within the same area or region.

#### **5. Estimated Quantities Not Guaranteed**

The estimated quantities specified herein are not a guarantee of actual quantities, as HCC does not guarantee any particular quantity of equipment or services requested during the term of this contract. The quantities may vary depending upon the actual needs of the user department. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, HCC shall not be liable for any contractual agreements/obligations the Contractor enters into based on all the quantities specified herein. There is no guaranteed amount of business, expressed or implied, to be purchased or contracted for by HCC.

#### **6. Added Value**

HCC is interested in maximizing the value of expenditures as it relates to achieving additional value that would further benefit HCC and its operation, as well as its community of citizens and their tax based funding. As such, bidders are encouraged to consider, develop and propose added value concepts, programs, components and the like that would further enhance the proposed acquisition represented in this solicitation request.

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Schedule of Items and Prices:

Name of Bidder/Contractor: \_\_\_\_\_

**1. Instructions**

Proposer must complete this section in its entirety, and may supplement this section with additional pages as to provide HCC with a more detailed breakdown, backup and/or options of related cost associated with the services being solicited in this solicitation. The Total Cost for the solution provided must be a turnkey cost inclusive of but not limited to travel and living expenses.

**2. Total Cost**

Item	Description	QTY	UOM	Unit cost	Total Cost
1	Emerson: TREX Device Communicator, Model No. TREXLFNAWS3S (or equivalent)	4	EA	\$	\$
2	Emerson: Performance Learning Platform (PLP), AMER2120138 (or equivalent)	1	EA		\$
3	Performance Learning Platform (or equivalent) Start-Up Support Services	1	LOT		\$
<b>TOTAL</b>					\$

**Delivery:** Bid must show number of days required to make delivery to place material in designated location under normal conditions. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m., unless prior approval for late delivery has been obtained from the Project Manager.

**Delivery Lead-Time to Receive Order ARO (Calendar Days)** \_\_\_\_\_

**2.1 Additional Services**

In the event College may require additional related services to be performed by Contractor that are outside the scope of this Agreement (“Additional Services”) it may submit a written request for a proposal from Contractor (“Proposal”), which Contractor may provide if Contractor is willing and able to perform such Additional Services. Such Proposal shall contain (a) the scope of work to be performed; (b) a fixed billing rate for the proposed services; and (c) any other information relevant to such Proposal. Contractor shall deliver such Proposal to College within a reasonable period of time. If such Proposal for Additional Services is acceptable to the College, it will sign such Proposal. College may deny such Proposal at its sole and absolute discretion.

Indicate any **value added services** offered by your firm for your services. These services include any skillset, abilities or service(s) that may add overall value to the project that has not been previously requested in this document nor inherent in the delivery of said service(s). Please use this section to propose additional services related to the scope of work that are not specifically outlined in this RFP along with any standard price sheet.

### 3. Price Proposal Signature

The information in this RFP is to be utilized solely for preparing the proposal response to this RFP and does not constitute a commitment by HCC to procure any product or service in any volume.

Name:	
Title:	
Date:	
Signature:	

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**4. Additional Requirements**

4.1 If the offer being made is under any existing cooperative contract please specify the Cooperative Contract Name & Number: \_\_\_\_\_

4.2 Proposer accepts payment using a purchasing card (MasterCard) at no additional fee:  
Yes \_\_\_\_\_ No \_\_\_\_\_.

4.3 Proposer accept a site visit to inspect the items being proposed: Yes \_\_\_\_\_ No \_\_\_\_\_.

**5. Discount for Prompt Payment**

Net 10 Calendar days \_\_\_\_\_%                      Net 20 Calendar days \_\_\_\_\_%

**6. Delivery of Invoices**

All invoices shall referenced the governing Purchase Order (PO) number and be sent to the following location via email to [accounts.payable@hccs.edu](mailto:accounts.payable@hccs.edu)

**7. Certification**

By submitting this Request for Proposal response, the above named individual certifies that the individual/company is not ineligible to receive a purchase order/contract per the terms and requirements set forth per [HCC General Terms and Conditions](#) or for any other reason. Further, the above named individual certifies that he/she has read, understands and agrees to be bound by the requirements and terms and conditions set forth in this Request for Proposal.

**8. Small Business Development Program (SBDP)**

The Houston Community College System’s Small Business Development Program (“SBDP” or the “Program”) was created to provide business opportunities for local certified small businesses to participate in contracting and procurement at Houston Community College (HCC).

The SBDP is a goal-oriented program, requiring Contractors who receive Contracts from HCC to use Good Faith Efforts to utilize certified small businesses. The Program applies to all Contracts over \$50,000, except Contracts for sole-source items, federally funded Contracts, Contracts with other governmental entities, and those Contracts that are otherwise prohibited by applicable law or expressly exempted by HCC. The SBDP is a race and gender-neutral program; however, HCC actively encourages the participation of minority and women-owned small businesses in the SBDP.

To participate, small businesses must be certified by an agency or organization whose certification is recognized by HCC. Certification is based on the firm’s gross revenues or number of employees averaged over the past three years, inclusive of any affiliates as defined by 13 C.F.R. § 121.103, does not exceed the size standards as defined pursuant to Section 3 of the Small Business Act and 13 C.F.R. § 121.201.

A list of HCC recognized SBE Certifications may be found at <http://www.hccs.edu/about-hcc/procurement/small-business-procurement/>

Where did you learn of this RFP (please be specific):  HCC Website     Other \_\_\_\_\_;     SBDP event \_\_\_\_\_;  
 Newspaper \_\_\_\_\_;     other: \_\_\_\_\_.

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PROPOSAL SUBMITTAL INSTRUCTIONS

RFP-C 22-16 – TREX DEVICE COMMUNICATOR -&- PERFORMANCE LEARNING PLATFORM (TRAINING SYSTEMS)

It is the sole responsibility of the proposer to ensure its response is submitted prior to the Solicitation closing date and time. Responses received prior to the submittal deadline are time stamped and shall be accepted as timely submitted. The College will in no way be responsible for any delays difficulties, causes or any other occurrences that inhibited or prevented a timely submittal.

You may, mail or deliver your hard copy response to:

Houston Community College

Attn: Mr. Art Lopez- Sr. Buyer

Administration Building

3100 Main (**deliver to the loading dock located in the rear of building on Rosalie Street**)

Houston, Texas 77002

Proposers should use mail, courier deliver, Fed-Ex, UPS or other carriers, for delivery of their bids/proposals.

The telephone number is 713-718-5107 for delivery questions or concerns when attempting to deliver to the loading dock located in the rear of the building on Rosalie Street. Submittals, which for any reason are not received timely, will not be considered.

Responses must be received on or before the date and time specified in the solicitation.

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**ATTACHMENT NO. 2  
PROPOSER CERTIFICATIONS**

**RFP-C 22-16 – TREX DEVICE COMMUNICATOR -&- PERFORMANCE LEARNING PLATFORM (TRAINING SYSTEMS)**

**1. NON-DISCRIMINATION STATEMENT:**

The undersigned certifies that he/she will not discriminate against any employee or applicant for employment or in the selection of subcontractors because of race, color, age, religion, gender, national origin or disability. The undersigned shall also take action to ensure that applicants are employed, and treated during employment, without regard to their race, color, religion, gender, age, national origin or disability. Such action shall include, but shall not be limited to, the following: non-discriminatory employment practices: employment, upgrading or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other compensation and selection for training, including apprenticeship.

**2. BLACKOUT PERIOD COMPLIANCE:**

The undersigned certifies that he/she has read, understands and agrees to be bound by the Prohibited Communications and Political Contributions provision set forth in the solicitation. The undersigned further understands that the Proposer shall not communicate with a HCC Trustee, employee, or any member of the selection/evaluation committee in any way concerning this Solicitation from the day it is first advertised through thirty (30) days after the contract is executed by the Chancellor or his/her designee, or when a determination is made that the contract will not be awarded.

This period is known as the “Blackout Period,” as further defined in Section 1.7.10 and 3.3 of the Procurement Operations Manual. Violation of the Blackout Period is considered unethical conduct and will be handled as such with regard to a Trustee and all applicable federal and state laws and regulations, local ordinances, board policies and procurement procedures with respect to their conduct as public officials involved in the procurement process.

With regard to a Proposer, violation of the Blackout Period may result in the cancellation of the referenced transaction, debarment, and disqualification from future procurement solicitations and prosecution in accordance with the Laws of the State of Texas.

**3. ASSURANCE OF SBDP GOAL:**

The undersigned certifies that he/she has read, understands and agrees to be bound by the small business provisions set forth in this Solicitation. The undersigned further certifies that he/she is legally authorized to make the statements and representations in the Solicitation and that said statements and representations are true and accurate to the best of his/her knowledge. The undersigned will enter into formal agreement(s) for work identified on the CONTRACTOR AND SUBCONTRACTOR PARTICIPATION form conditioned upon execution of a contract with HCC. The undersigned agrees to attain the small business utilization percentages of the total offer amount as set forth below:

Small Business Participation Goal = \_\_\_\_\_

The undersigned certifies that the firm shown below has not discriminated against any small business or other potential subcontractor because of race, color, religion, gender, age, veteran’s status, disability or national origin, but has provided full and equal opportunity to all potential subcontractors irrespective of race, color, religion, gender, age, disability, national origin or veteran status.

The undersigned understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated commitments set forth herein without prior approval of HCC’s Chancellor or the duly authorized representative, the Proposer may be subject to the loss of the contract or the termination thereof.

**4. CERTIFICATION AND DISCLOSURE STATEMENT:**

A person or business entity entering into a contract with HCC is required by Texas Law to disclose, in advance of the contract award, if the person or an owner or operator of the business entity has been convicted of a felony. The disclosure should include a general description of the conduct resulting in the conviction of a felony as provided in section 44.034 of the Texas Education Code. The requested information is being collected in accordance with applicable law. This requirement does not apply to a publicly held corporation.



If an individual  
Have you been convicted of a felony? YES or NO

If a business entity: YES or NO

Has any owner of your business entity been convicted of a felony?  
\_\_\_\_\_

Has any operator of your business entity been convicted of a felony?  
\_\_\_\_\_

If you answered yes to any of the above questions, please provide a general description of the conduct resulting in the conviction of the felony, including the Case Number, the applicable dates, the State and County where the conviction occurred, and the sentence.

**5. DISCLOSURE OF OWNERSHIP INTERESTS:**

The undersigned certifies that he/she has accurately completed the attached Exhibit 1 "Ownership Interest Disclosure List." For the purposes of this section, in accordance with Board Bylaws, the term "Contractors" shall include any member of the potential vendor's board of directors, its chairperson, chief executive officer, chief financial officer, chief operating officer, and any person with an ownership interest of 10% or more. This requirement shall also apply to any Subcontractor listed on the "Contractor and Subcontractor Participation Form."

**6. PROHIBITED CONTRACTS/PURCHASES:**

The undersigned certifies that he/she has read, understands and is eligible to receive a contract in accordance with HCC Board of Trustees Bylaw regarding Prohibited Contracts/Purchases as further defined in the attached Exhibit 2.

**7. HOUSE BILL 89 ACKNOWLEDGMENT:**

Pursuant to the provisions of Subtitle F, Title 10, Government Code Chapter 2270, by acknowledging this attribute, vendor verifies that their company:

1. Does not boycott Israel currently, and
2. Will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

**8. SENATE BILL 252 ACKNOWLEDGE:**

Pursuant to the provisions of Subtitle F, Title 10, Texas Government Code 2252.152 (CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED)a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government

Code Section 806.051, 807.051, or 2252.153.

Sec. 2252.153. LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Sec. 2252.154. EXCEPTION. Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.

## 9. DIVESTMENT STATUTE LISTS:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

## 10. CERTIFICATE OF INTERESTED PARTIES FORM

Beginning January 1, 2018, successful proposers awarded contracts that are requires an action or vote by the governing body of the entity or agency or has a value of at least one million (\$1million) or more shall be required by state law to complete online the Certificate of Interested Parties Form 1295 and submit an unsworn declaration of completion to the Purchasing staff member listed in the solicitation before the purchase/contract will be presented to the Board of Trustees for approval. For a list of Frequently Asked Questions you can go to:

[https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html)

The form must be submitted at:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

The law applies only to a contract of a governmental entity or state agency that either:

- (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed; or
- (2) has a value of at least \$1 million.

A completed Form 1295 is not required for:

- (1) a sponsored research contract of a state agency or an institution of higher education;
- (2) an interagency contract of a state agency or an institution of higher education;
- (3) a contract related to health and human services, if:
  - \*The values of the contract cannot be determined at the time the contract is executed; and
  - \*any qualified vendor is eligible for the contract;
- (4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
- (5) a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code, or
- (6) a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

Gov't Code § 2252.908. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The District may not enter into a contract with a business entity that fails to submit the form as required.

If your company qualifies for one of the exemptions listed in the Certificate of Interested Parties attribute, please indicate which exemption applies.

## 11. CRIMINAL BACKGROUND CHECK

No person shall be engaged by the vendor to work on District property where students are present who have charges pending, or who have been convicted, received probation or deferred adjudication. The following is a list of offenses which apply: 1) Any offense against a child; 2) Any sex offense; 3) Any crimes against persons involving weapons or violence; 4) Any felony

offense involving controlled substances; 5) Any felony offense against property; or 6) Any other offense that the District believes might compromise the safety of students, staff or property.

It shall be the responsibility of the vendor to ensure compliance with this provision.

Prior to the start of the contract vendor shall submit a NATIONAL criminal background investigation report for all employees with an updated report to include any new hires working on District property to the facility manager or District Chief of Police. During the duration of the contract the District reserves the right to request additional reports from the vendor if any employee is suspected of a criminal offense as stated above. Report must be in accordance with Texas Education Code 22.0834.

## **12. DEBARMENT**

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the District. The Contractor must notify the District Director of Strategic Sourcing within 30 days if debarred by any governmental entity during the Contract period.

## **13. EQUAL OPPORTUNITY EMPLOYER (EOE)**

Personnel relations of the Vendor's employees shall be the Vendor's responsibility, including compliance with all applicable government regulations related to the employment of personnel. The Vendor shall be an Equal Opportunity Employer and shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, gender, age, disability, or veteran status. The vendor shall hire only persons who may legally work in the United States, to include citizens and nationals of the United States and foreign citizens who have the necessary authorization to work. It is the vendor's responsibility to verify the identity and employment eligibility of anyone hired for performance under this contract. Furthermore, all persons performing work under this contract must be an employee of the company.

## **14. NON COLLUSION STATEMENT**

The Contractor certifies that you are duly authorized to execute this contract, that this company, corporation or firm has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

## **15. DELINQUENT FRANCHISE TAXES CERTIFICATION**

As required by §2252.903, Government Code, proposer's official certifies that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code, or that it is exempt from, or not subject to, such tax. Please indicate your status:

- A. The corporation is exempt from payment of franchise taxes or is an out-of-state corporation not subject to franchise tax; therefore, I am submitting a certified statement to that effect.
- B. The corporation is subject to Texas franchise tax. I hereby certify that there is no delinquent Texas franchise tax pending against the corporation.
- C. I hereby certify that there is delinquent Texas franchise tax pending against the corporation.

I attest that I have answered the questions truthfully and to the best of my knowledge.

Signed By: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ State of: \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_  
(City) (State)

this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_

Notary Public of the State of: \_\_\_\_\_

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**EXHIBIT 1 - TO ATTACHMENT NO. 2**  
**OWNERSHIP INTEREST DISCLOSURE LIST**  
**RFP-C 22-16 – TREX DEVICE COMMUNICATOR-&- PERFORMANCE LEARNING PLATFORM (TRAINING SYSTEMS)**

Instruction: Using the following table, please fill in the names of any member of the Respondent’s company who is a “Contractor” (as defined in Section 5 above); any person with an ownership interest of 10% or more; and any Subcontractor listed on the “Contractor and Subcontractor Participation Form.”

Name	Title	Company Name

Company Name: \_\_\_\_\_

Authorized Company Representative: \_\_\_\_\_

Authorized Representative’s Title: \_\_\_\_\_

Authorized Representative’s Signature: \_\_\_\_\_

Date: \_\_\_\_\_

If **NO** Ownership Interest Discloser has been stated above, check

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**EXHIBIT 2- TO ATTACHMENT NO. 2  
PROHIBITED CONTRACTS/PURCHASES**

**RFP-C 22-16 – TREX DEVICE COMMUNICATOR -&- PERFORMANCE LEARNING PLATFORM (TRAINING SYSTEMS)**

The College shall not contract with a business entity in which a Board Member, Senior Staff Member, or a relative of a Board member or Senior Staff Member within the first degree of consanguinity or affinity, has any pecuniary interest. All such contracts executed prior to June 21, 2012 shall continue to be in full force and effect.

Further, the College shall not contract with a business entity that employs, hires, or contracts with, in any capacity, including but not limited to, a subcontractor, employee, contractor, advisor or independent contractor, a Board Member or a Senior Staff Member.

Further, the College shall not contract with a business entity that employs an officer or director who is a relative of a Board member or a Senior Staff Member within the first degree of consanguinity or affinity.

Definitions:

“Business entity” shall not include a corporation or a subsidiary or division of a corporation whose shares are listed on a national or regional stock exchange or traded in the over-the-counter market. “Business entity” shall not include non-profit corporations or religious, educational, and governmental institutions, except that private, for-profit educational institutions are included in the definition of Business entity.

“Director” is defined as an appointed or elected member of the board of directors of a company who, with other directors, has the responsibility for determining and implementing the company’s policy, and as the company’s agent, can bind the company with valid contracts.

“Officer” is defined as a person appointed by the board of directors of a company to manage the day-to-day business of the company and carry out the policies set by the board. An officer includes, but is not limited to, a chief executive officer (CEO), president, chief operating officer (COO), chief financial officer (CFO), vice-president, or other senior company official, as determined by the Board.

“Senior Staff Member” shall have the meaning as defined in Article A, Section 3 of the Board Bylaws which includes:

- a. Any member of the Chancellor's Advisory Council;
- b. HCC employees classified as E-10 and above;
- c. All procurement and purchasing personnel;
- d. Any employee who participates on an evaluation or selection committee for any HCC solicitation for goods or services; and
- e. Any employee who participates in the evaluation of goods or services provided by a vendor or contractor.

Absent other legal requirements, all contracts entered into by the College in violation of this policy shall be voided within 30 days of notice of the violation.

I attest that I have answered the questions truthfully and to the best of my knowledge.

ATTACHMENT NO. 3  
CONFLICT OF INTEREST QUESTIONNAIRE

RFP-C 22-16 – TREX DEVICE COMMUNICATOR -&- PERFORMANCE LEARNING PLATFORM (TRAINING SYSTEMS)

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

**For vendor doing business with local governmental entity**

<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p>	<p>Date Received</p>
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p align="center">_____</p> <p align="center">Name of Officer</p>	
<p><b>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b></p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"><input type="checkbox"/> Yes                      <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes                      <input type="checkbox"/> No</p>	
<p><b>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b></p>	
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p><b>7</b></p> <p align="center">_____</p> <p align="center">Signature of vendor doing business with the governmental entity                      Date</p>	

NOTE: When completing this Questionnaire, please be certain to answer each and every question; indicate "Not Applicable", if appropriate. Please sign and date.

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/html/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

### Local Government Code § 176.003(a) (2) (A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor.

### Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
  - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
  - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
  - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
  - (B) that the vendor has given one or more gifts described by Subsection (a); or
  - (C) of a family relationship with a local government officer.



**ATTACHMENT NO. 4**  
**FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS**  
**RFP-C 22-16 – TREX DEVICE COMMUNICATOR -&- PERFORMANCE LEARNING PLATFORM (TRAINING SYSTEMS)**

Texas Local Government Code Chapter 176 requires that vendors desiring to enter into certain contracts with a local governmental entity must disclose the financial and potential conflict of interest information as specified below.

Vendor shall disclose the financial interest and potential conflict of interest information identified in Sections one (1) through three (3) below as a condition of receiving an award or contract. Submit this information along with your bid, proposal, or offer. **This form must be received by HCC Office of Systemwide Compliance before the vendor's bid, proposal, or offer will be considered received or evaluated.** Completed forms must be **NOTARIZED** and delivered to: This requirement applies to contracts with a value exceeding \$50,000.

**Section 1 - Disclosure of Financial Interest in the Vendor**

a. If any officers or employees of HCC ("individuals") have one of the following financial interests in the vendor (or its principal) or its subcontractor(s), please show their name and address and check all that apply and (include additional documents if needed):

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

b. For each individual named above, show the type of ownership/distributable income share:

- |                                                                                                                               |           |
|-------------------------------------------------------------------------------------------------------------------------------|-----------|
| Ownership interest of at least 10%                                                                                            | ( _____ ) |
| Ownership interest of at least \$15,000 or more of the fair market value of vendor                                            | ( _____ ) |
| Distributive Income Share from Vendor exceeding 10% of individual's gross income                                              | ( _____ ) |
| Real property interest with fair market value of at least \$2,500                                                             | ( _____ ) |
| Person related within first degree of affinity to individual has the following ownership or real property interest in Vendor: | ( _____ ) |
| 1. Ownership interest of at least 10%                                                                                         |           |
| 2. Ownership interest of at least \$15,000 or more of the fair market value of vendor                                         |           |
| 3. Distributive Income Share from Vendor exceeding 10% of the individual's gross income                                       |           |
| 4. Real property interest with fair market value of at least \$2,500                                                          |           |
| No individuals have any of the above financial interests (If none go to Section 4)                                            | ( _____ ) |

c. For each individual named above, show the **dollar value or proportionate share** of the ownership interest in the vendor (or its principal) or its subcontractor (s) as follows:

If the proportionate share of the named individual(s) in the ownership of the vendor (or its principal) or subcontractor of vendor is 10% or less, and if the value of the ownership interest of the named individual(s) is \$15,000 or less of the fair market value of vendor, check here (\_\_\_\_\_).

If the proportionate share of ownership exceeds 10%, or the value of the ownership interest exceeds \$15,000 of the fair market value of vendor, show either:

the percent of ownership \_\_\_\_\_ %, or  
the value of ownership interest \$ \_\_\_\_\_ .

**Section 2 - Disclosure of Potential Conflicts of Interest**

For each of the individuals having the level of financial interest identified in Section 1 above, and for any other HCC individual not identified in Section 1 above check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe (use space under applicable section-attach additional pages as necessary).

a. Employment, currently or in the previous 3 years, including but not limited to contractual employment for services for vendor.

Yes \_\_\_\_\_ No \_\_\_\_\_

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b. Employment of individual's spouse, father, mother, son, or daughter, including but not limited to contractual employment for services for vendor in the previous 2 years.

Yes \_\_\_\_\_ No \_\_\_\_\_

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**Section 3- Disclosure of Gifts**

For each of the individuals having the level of financial interest identified in Section 1 above, and for any other HCC individual not identified in Section 1 above check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe (use space under applicable section-attach additional pages as necessary).

a. Received a gift from vendor (or principal), or subcontractor of vendor, of \$250 or more within the preceding 12 months.

Yes \_\_\_\_\_ No \_\_\_\_\_

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b. Individual's spouse, father, mother, son, or daughter has received a gift from vendor (or principal), or subcontractor of vendor, of \$250 or more within the preceding 12 months.

Yes \_\_\_\_\_ No \_\_\_\_\_

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**Section 4- Other Contract and Procurement Related Information**

Vendor shall disclose the information identified below as a condition of receiving an award or contract.

This requirement is applicable to only those contracts with a value exceeding \$50,000. You must submit this information along with your bid, proposal, or offer.

a. Vendor shall identify whether vendor (or its principal), or its subcontractor(s), has current contracts (including leases) with other government agencies of the State of Texas by checking:

Yes \_\_\_\_\_ No \_\_\_\_\_

b. If "yes" is checked, identify each contract by showing agency name and other descriptive information such as

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purchase order or contract reference number (attach additional pages as necessary).

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c. Vendor shall identify whether vendor (or its principal) or its subcontractor(s) has pending contracts (including leases), bids, proposal, or other ongoing procurement relationships with other government agencies of the State of Texas by checking:

Yes \_\_\_\_\_ No \_\_\_\_\_

d. If "yes" is checked, identify each such relationship by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary).

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This disclosure is submitted on behalf of:

\_\_\_\_\_  
(Name of Vendor)

**Certification.** I hereby certify that to the best of my knowledge and belief the information provided by me in this disclosure statement is true and correct. I understand that failure to disclose the information requested may result in my bid, proposal, or offer, being rejected, and/or may result in prosecution for knowingly violating the requirements of **Texas Local Government Code Chapter 176**. I understand that it is my responsibility to comply with the requirements set forth by HCC as it relates to this disclosure. I also understand that I must submit an updated disclosure form within seven (7) days of discovering changes in the significant financial interests of the individuals I identified in Section 1 of this disclosure or if individuals that were not identified, later receive a financial interest in my company or is a subcontractor of my company.

Official authorized to sign on behalf of vendor:

Name (Printed or Typed) \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**"NOTE: PROPOSER MUST COMPLETE THE ABOVE "FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS" FORM. FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR OFFER SHALL RESULT IN YOUR OFFER BEING CONSIDERED AS "NON-RESPONSIVE" TO THIS SOLICITATION."**

Signed By: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ State of: \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_  
(City) (State)

this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Notary Public of the State of: \_\_\_\_\_

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ATTACHMENT O. 5  
FORM 1295 INSTRUCTIONS

## RFP-C 22-16 – TREX DEVICE COMMUNICATOR -&- PERFORMANCE LEARNING PLATFORM (TRAINING SYSTEMS)

Texas Government Code Section 2252.908 requires any business entity that enters into a contract with a governmental entity, like a public community college, to file a Form 1295 naming the people with a controlling interest in the business entity. While the law was designed more for procurement and vendors, the statute applies to any contract which requires Board approval, which would include this Sale and Purchase Contract. The statute also includes disclosing the **controlling interests** of intermediaries like brokers, attorneys, and law firms who assisted in the negotiation of the contract. A controlling interest in the business is anyone with a 10% ownership interest, board members if the board has 10 or fewer members, and officers (if four or fewer officers) or the four most highly compensated officers (if the business has more than four officers) – their names must be listed on the form. So the **Seller** and the **Seller's attorney** and **broker**, if any, will have to complete the process (naming everyone with a controlling interest in the form). This form does not apply to publicly traded business entity (if this exception is applicable to the entity contracting with the governmental entity, submit a signed statement that the 1295 Disclosure Form is not applicable and the reason).

The process for filing the 1295 form is as follows: (1) go online to the Texas Ethics Commission's website at the link below; (2) fill out and submit the form electronically to the Ethics Commission (it will request that the entity enters an identification number, which should be the IFB number, and a description of the nature of the contract, so the College can use the same number in tracking the status of the filing with the Ethics Commission); and (3) print out the completed form, sign and notarize it, and send the signed/notarized form to the College. Once the College receives the form, they will then go online to the Ethics Commission's website and certify that they received the form.

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

### EXHIBIT NO. 1

RFP-C 22-16 – TREX DEVICE COMMUNICATOR -&- PERFORMANCE LEARNING PLATFORM (TRAINING SYSTEMS)

Revised 5.21.2021 v2

EDGAR CONTRACT COMPLIANCE CERTIFICATIONS  
(2 CFR PART 200 FORM)

(Provided as Separate Exhibit 1 to RFP-C)